

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.1400 OF 2018
IN
MISC PETITION NO.7 OF 2009**

Madhya Pradesh State Industrial
Development Corporation Ltd.

....Petitioner

Vs.

Wariz A/ Kasliwal & Anr

....Respondents

And

Entegra Ltd.

...Applicant

Mr. Girish Utangle a/w Mr. Chetan Mhatre I/b Utangle & Co. for Petitioner
Mr.U. J. Makhija a/w Mr. J. P. Kapadia a/w Mr. O Mohandas I/b Little &
Co. for Respondents

Ms Vidhi Jomal I/b The Law Point for Applicant in Chamber Summons
No.1400 of 2018

CORAM : K.R.SHRIRAM, J.

DATE : 10th JANUARY, 2019

P.C.:

1 This Chamber Summons is taken out by applicant for leave to
added as respondent to the Petition.

2 At the outset, it has to be noted that the Petition was filed in the
year 2009 and this chamber summons filed for impleadment as party
respondent, is taken out only in December, 2018. More than 9 years later.

3 Petitioner had lent monies to applicant and the amount
payable in 2005 was about Rs.77,37,29,000/-, with interest @ 8% per
annum. As these amounts were not repaid, respondent had given personal

guarantee to petitioner and Misc Petition is filed for enforcement of the personal guarantee against respondent.

4 Petitioner had financed by way of inter-corporate deposit various amounts as loan to S. Kumar Group of Companies during the period 1998-2000 with agreed rate of interest between 17 to 18.5% per annum. Petitioner is a State Government enterprise which is formed for the purpose of industrial development in the State of Maharashtra. S. Kumar Group of Companies, of which applicant is part of, defaulted in making repayment of inter-corporate deposit in the form of loan. Therefore, upon the request of S. Kumar Group of Companies and as per OTS Policy then prevailing, Petitioner agreed to accept repayment of Rs.77.37 crores in equal installment with interest at 14% per annum. Repayment under this OTS policy has also been defaulted. As per the State cabinet decision, interest was then reduced from 14% to 8% and repayment was extended by 18 months upto June 2009 and as per one of the conditions of OTS, respondents had executed a deed of guarantee and also issued post dated cheques. These cheques have also been dishonoured.

4 If one considers the chamber summons, there is no averment to show as to why applicant is an appropriate and necessary party to this misc. petition. Chamber summons proceeds in a tangent and refers to some

breach committed by Power Finance Corporation Ltd., with which petitioner is not concerned at all. The issue in the petition is that the amount payable by respondents under the provisional guarantee executed by them, has not been repaid and hence, respondents should be directed to pay those amounts. Applicant has not made out any case that it is a proper and necessary party.

5 Therefore, chamber summons dismissed with costs in the sum of Rs.50,000/-.

MISC. PETITION NO.7 OF 2009

1 Mr. Utangale states that within two weeks petitioner will file affidavit of documents relied upon and also give inspection of the original documents relied upon by petitioner to respondents. It is made clear that if affidavit is not filed or inspection is not given, petitioner will not be permitted to rely on any document, which would mean the petition itself will get dismissed.

2 Stand over to 7th February, 2019.

(K.R. SHRIRAM, J.)